

This form to be completed by the United States District Court Clerk's Office and dated and signed by the Defendant only.



WAIVER OF SERVICE OF SUMMONS

TO: THE CLERK OF COURT, NORTHERN DISTRICT OF GEORGIA on behalf of:

L. Rochelle Bankhead (Plaintiff)

I acknowledge receipt of your request that I waive service of a summons in the action of *L. Rochelle Bankhead vs. Amit Agarwal, CEO of Amazon India*, which is case number 3:24-cv-0167-TCB, in the United States District Court for the Northern District of Georgia, Atlanta Division. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity of whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I am acting) will retain all defenses or objectives to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not filed with the court and served upon you within 60 days after 12/10/2024, or within 90 days after that date if the request was sent outside the United States.

Date

1/13/25

Signature

Printed/ Typed Name: Jason Callen
As Counsel for Amit Agarwal, CEO of
Amazon India

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

**NOTICE OF LAWSUIT AND REQUEST FOR
WAIVER OF SERVICE OF SUMMONS**

TO: Amazon India Private Limited *Amazon Data Services India Private Limited*
Registered Agent: Corporation Service
Company
300 Deschutes Way SW
Tumwater, WA 98501

Civil Action No. 3:24-cv-0167-TCB

L. Rochelle Bankhead
vs.
Amazon.com, Inc., et al

A lawsuit has been commenced against you (or the entity on whose behalf you are addressed). A copy of the complaint is attached to this notice. It has been filed in the United States District Court for the Northern District of Georgia, Atlanta Division, and has been assigned the above case number. The enclosed Complaint WAIVER OF SERVICE OF SUMMONS form are served pursuant to Rule 4(d) of the Federal Rules of Civil Procedure.

This is not a formal summons or notification from the court, but rather my request that you sign and return the enclosed waiver of service in order to save the cost of serving you with a judicial summons and an additional copy of the complaint. The cost of service will be avoided if the United States District Court Clerk's Office receives a signed copy of the waiver within 35 days after the date designated below as the date on which this Notice and Request is sent. I enclosed a stamped and addressed envelope (or other means of cost-free return) for your use. An extra copy of the waiver is also attached for your records.

If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served on you. The action will then proceed as if you had been served on the date the waiver is filed, except that you will not be obligated to answer the complaint before 60 days from the date designated below as the date on which this notice is sent (or before 90 days from that date if your address is not in any judicial district of the United States).

If you do not return the signed waiver within the time indicated, appropriate steps will be taken to effect formal service in a manner authorized by the Federal Rules of Civil Procedure and then, to the extent authorized by those Rules, the court will be asked to require you (or the party on whose behalf you are addressed) to pay the full costs of such service. In that connection, please read the statement concerning the duty of parties to waive the service of the summons, which is set forth on the reverse side of the waiver form.

If you waive further service YOU MUST COMPLETE, SIGN AND DATE THE WAIVER OF SERVICE OF SUMMONS form ON ALL COPIES. If you are served on behalf of a corporation, unincorporated association (including a partnership), or other entity, you must indicate under your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority.

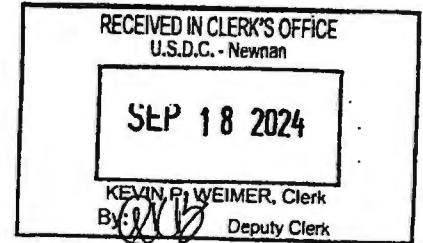
This portion to be completed by United States District Court Clerk's Office only.

I affirm that this request is being sent to you on behalf of the plaintiff, this 10th day of December, 2024.

s/ D. Barfield

Signature (Deputy Clerk)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION



L. Rochelle Bankhead,

Plaintiff,

Civil Action No.

3:24-CV-0167

v.

Amazon.com, Inc.;
Amazon India Private Limited;
and Amit Agarwal, CEO of Amazon India,

Defendants.

COMPLAINT

Plaintiff, L. Rochelle Bankhead ("Plaintiff"), pro se, files this Complaint against Defendants Amazon.com, Inc., Amazon India Private Limited, and Amit Agarwal, CEO of Amazon India (collectively, "Defendants"), and alleges as follows:

INTRODUCTION

1. This is a civil action brought by Plaintiff L. Rochelle Bankhead ("Plaintiff"), a resident of Newnan, Georgia, against Amazon.com, Inc. ("Amazon US"), a corporation organized under the laws of the State of Washington with its principal place of business at 410 Terry Ave N, Seattle, Washington, 98109-5210; Amazon India Private Limited ("Amazon India"), a subsidiary of Amazon.com, Inc., with its principal place of business at Godrej One, 11th Floor, Pirojshanagar, Vikhroli, Mumbai, Maharashtra 400079, India; and Amit Agarwal, CEO of Amazon India.

2. Plaintiff seeks damages and equitable relief due to Defendants' failure to protect her private and sensitive information, which resulted in a data breach that allowed unauthorized access to Plaintiff's Amazon account, in violation of federal and state law. The Defendants' actions have caused Plaintiff substantial financial loss, loss of income, undue stress, and damage to her professional reputation.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 as this action arises under federal laws, including the Federal Trade Commission Act (15 U.S.C. § 45) and the Computer Fraud and Abuse Act (18 U.S.C. § 1030).

4. This Court also has jurisdiction under 28 U.S.C. § 1332(a) because the matter in controversy exceeds \$75,000, exclusive of interest and costs, and is between citizens of different states and a foreign defendant.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District, and the Defendants conduct substantial business in this District.

PARTIES

6. Plaintiff: L. Rochelle Bankhead is an individual residing at 65 Crescent Street, Newnan, Georgia, 30265, and may be contacted at (678) 789-8950 or via email at l.rochellebankhead@gmail.com.

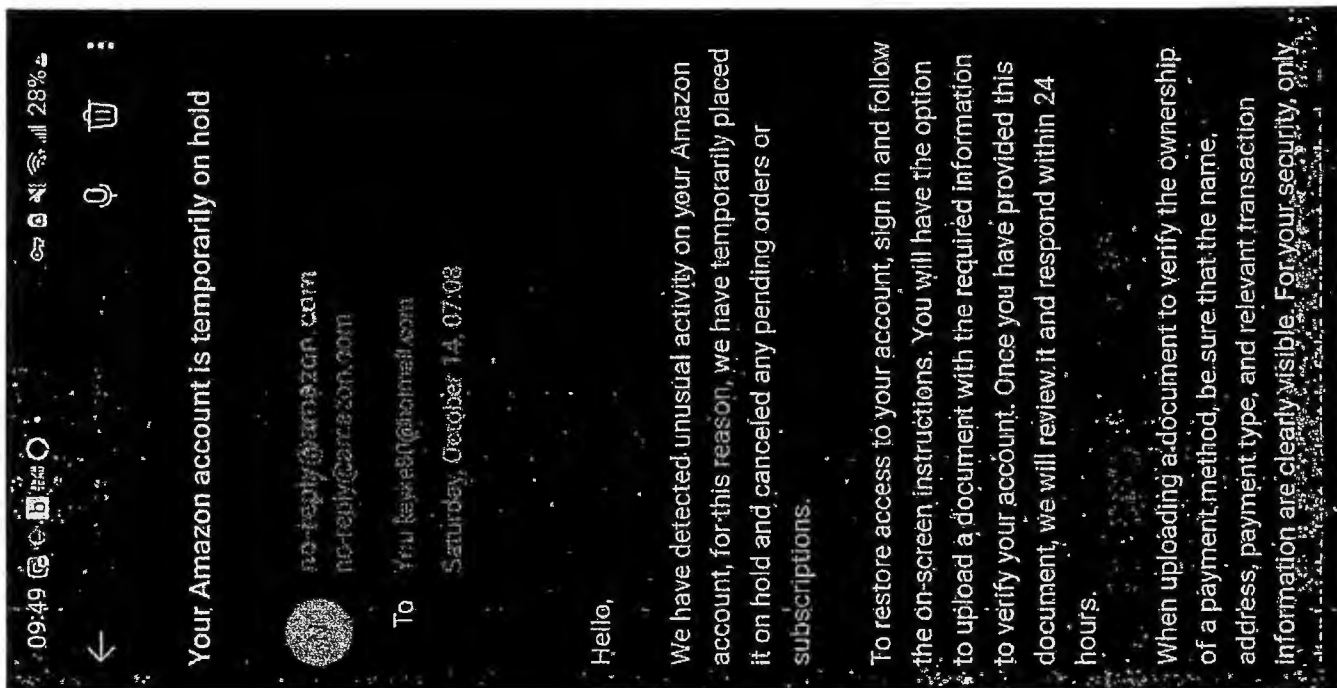
7. Defendant: Amazon.com, Inc. is a corporation organized under the laws of the State of Washington, with its principal place of business located at 410 Terry Ave N, Seattle, Washington, 98109-5210. Amazon.com, Inc. conducts substantial business throughout the United States, including within the State of Georgia.

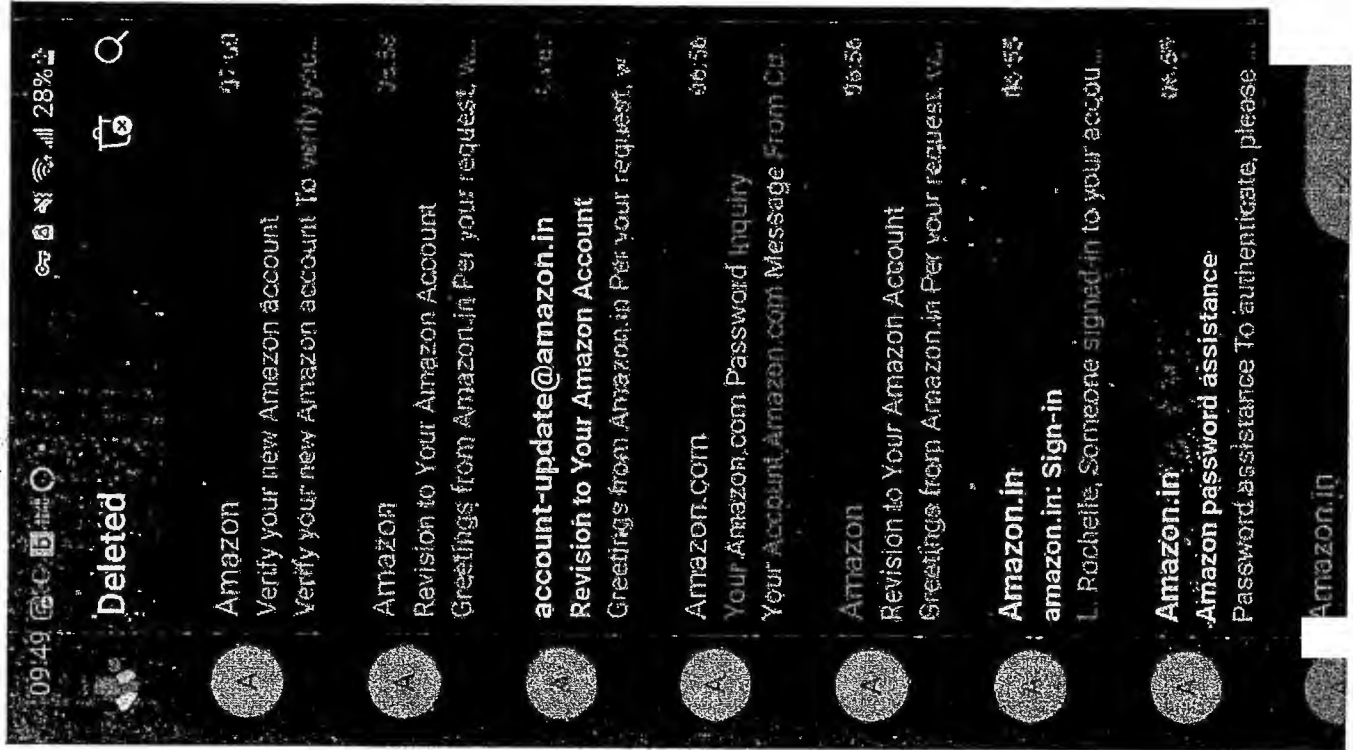
8. Defendant: Amazon India Private Limited is a subsidiary of Amazon.com, Inc., with its principal place of business located at Godrej One, 11th Floor, Pirojshanagar, Vikhroli, Mumbai, Maharashtra 400079, India. Amazon India conducts business on behalf of Amazon.com, Inc. globally, including transactions affecting Plaintiff's account.

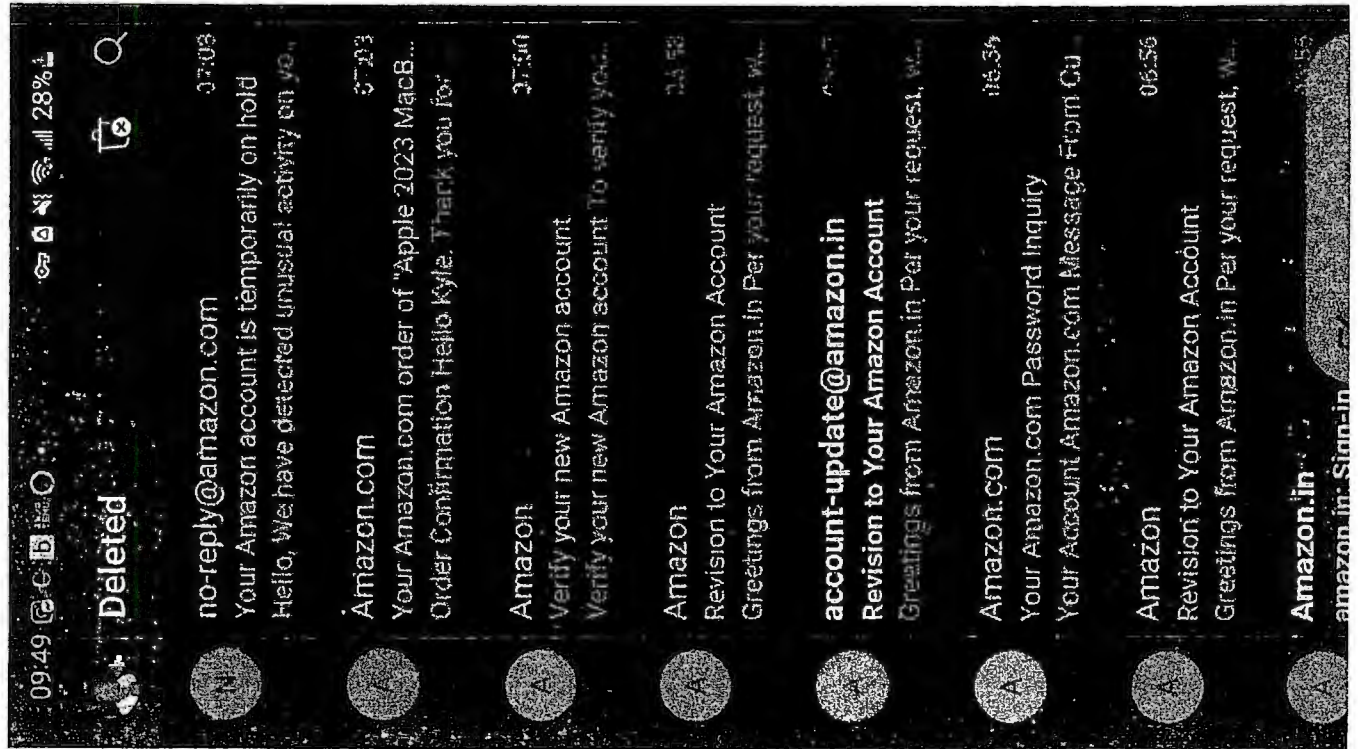
9. Defendant: Amit Agarwal is the CEO of Amazon India, responsible for overseeing Amazon's operations in India, including policies affecting account security. He is named in his capacity as a representative of Amazon India.

FACTUAL BACKGROUND

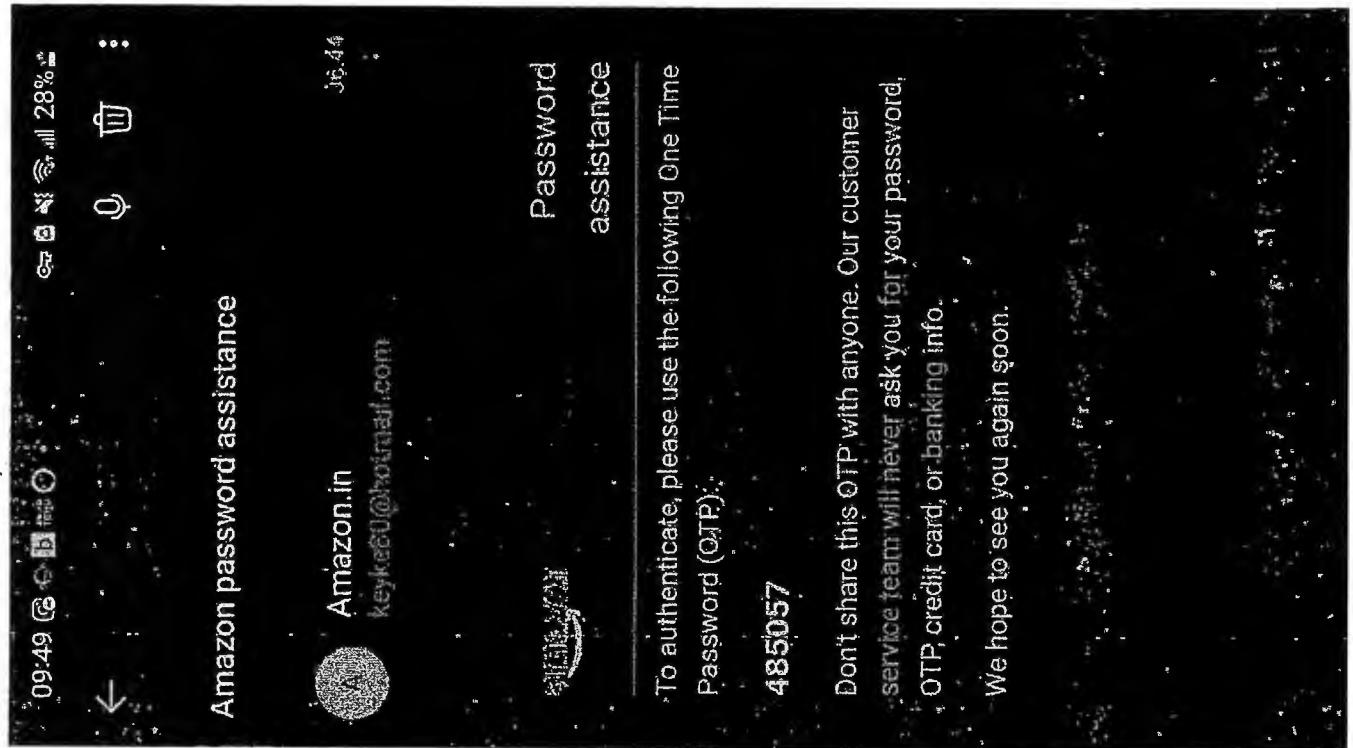
10. On or about October 12, 2023, Plaintiff's Amazon account was compromised by an individual who was previously in a personal relationship with Plaintiff. Despite Plaintiff changing her account password immediately upon learning of the unauthorized access, the individual continued to access Plaintiff's Amazon account without authorization.

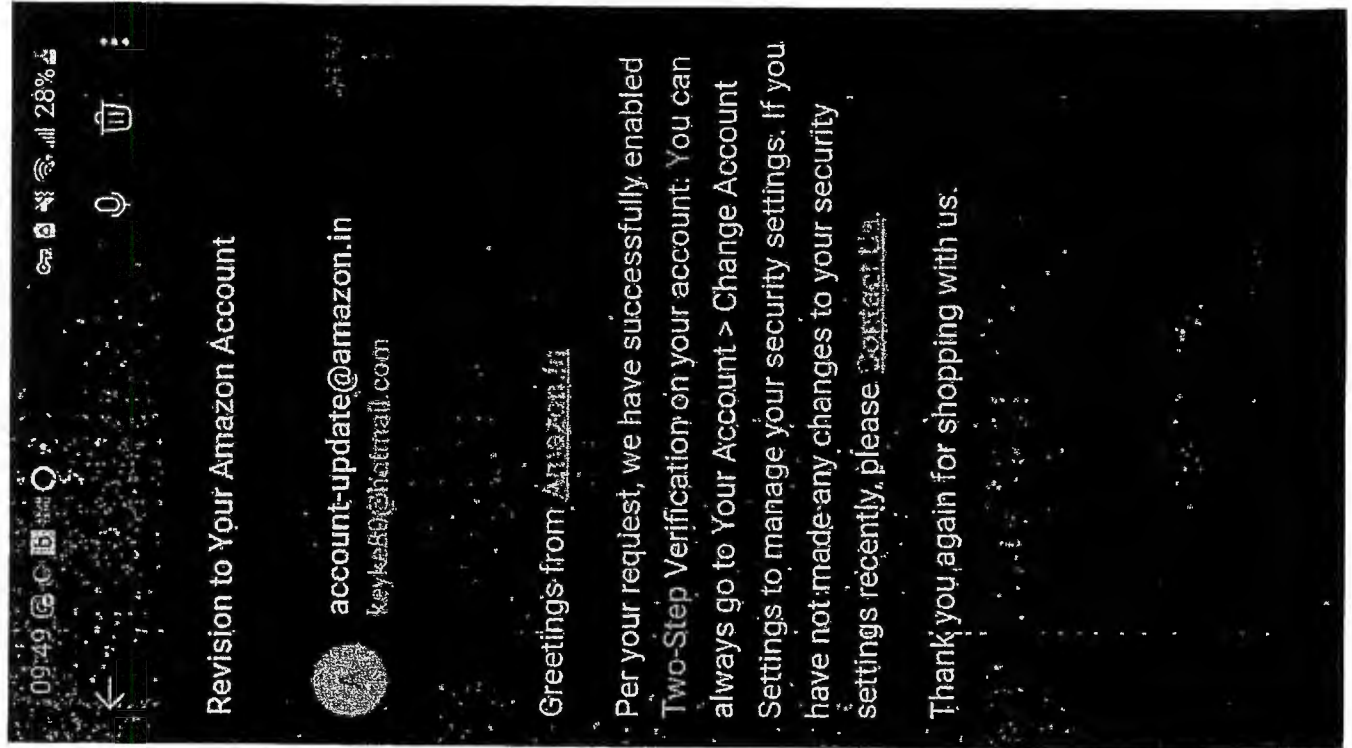




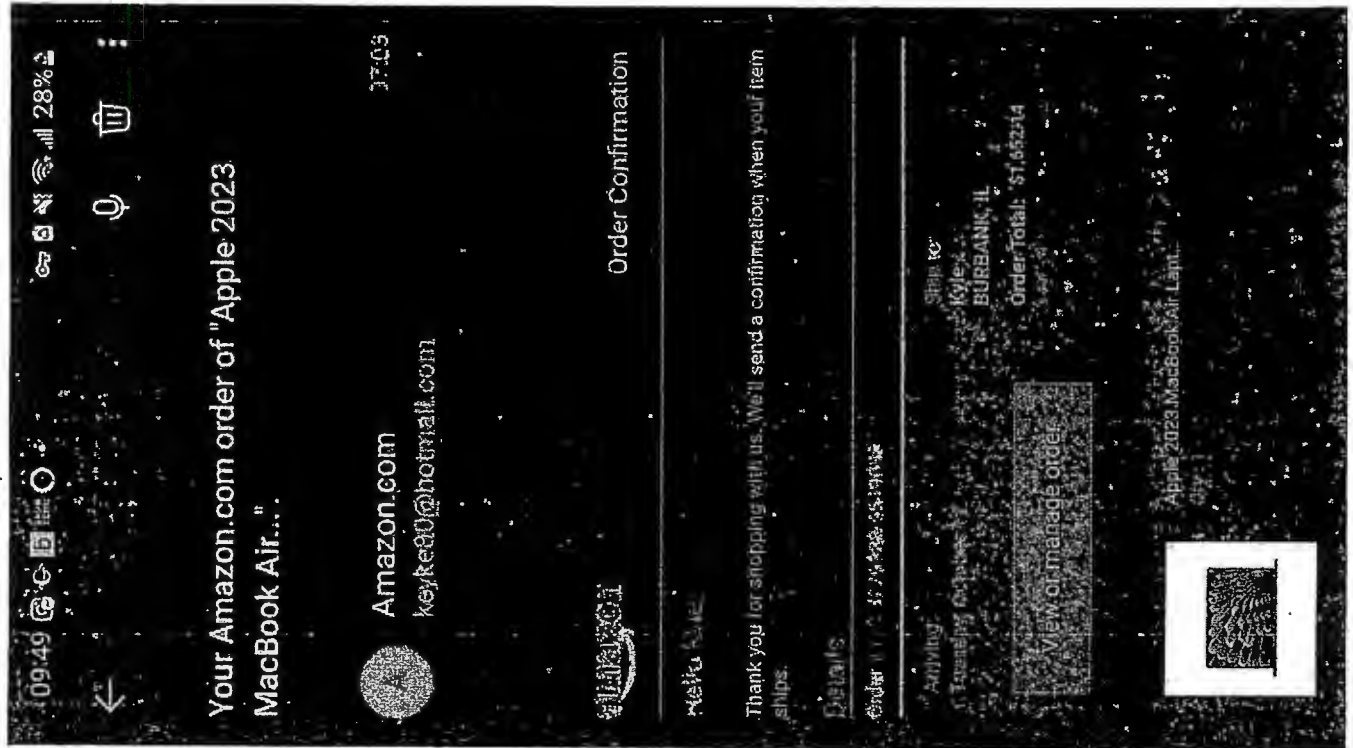


11. Plaintiff's Amazon account was breached through Amazon.com India's servers, despite two-factor authentication protections being in place. Amazon.com India allowed the unauthorized party to access Plaintiff's account without receiving the necessary authentication codes sent to Plaintiff's registered phone number.





12. The unauthorized party was able to purchase a MacBook, gain access to Plaintiff's pay-to accounts, and access her Amazon Kindle Direct Publishing (KDP) earnings. As a result, Plaintiff suffered substantial financial loss, loss of income, loss of time to resolve, and undue stress. Plaintiff's Amazon influencer account was also compromised, causing further damages.



13: Plaintiff made numerous attempts to resolve this breach through Amazon's customer service channels, including emailing Amazon executives (jeff@amazon.com <jeff@amazon.com>; primary@amazon.com <primary@amazon.com>; resolution@amazon.com <resolution@amazon.com>; orders@amazon.com <orders@amazon.com>; charge-inquiries@amazon.com <charge-inquiries@amazon.com>; amazonpay-escalation@amazonpay.in <amazonpay-escalation@amazonpay.in>; cs-reply@amazon.com <cs-reply@amazon.com>; jbezoz@amazon.com <jbezoz@amazon.com>; account-update@amazon.in <account-update@amazon.in>; account-update@amazon.com.au <account-update@amazon.com.au>; cs-reply@amazon.com.au; cs-reply@amazon.com.au Cc: ajassy@amazon.com <ajassy@amazon.com>; andy@amazon.com <andy@amazon.com>; amit@amazon.com <amit@amazon.com>;) and departments responsible for account security. Despite her efforts, Amazon failed to prevent further unauthorized access and did not timely or adequately address the breach.

From: L. Rochelle B. <keyke80@hotmail.com>

Sent: Friday, October 13, 2023 9:47:36 AM

To: jeff@amazon.com <jeff@amazon.com>; primary@amazon.com <primary@amazon.com>; resolution@amazon.com <resolution@amazon.com>; orders@amazon.com <orders@amazon.com>; charge-inquiries@amazon.com <charge-inquiries@amazon.com>; amazonpay-escalation@amazonpay.in <amazonpay-escalation@amazonpay.in>; cs-reply@amazon.com <cs-reply@amazon.com>; jbezoz@amazon.com <jbezoz@amazon.com>; account-update@amazon.in <account-update@amazon.in>; account-update@amazon.com.au <account-update@amazon.com.au>; cs-reply@amazon.com.au <cs-reply@amazon.com.au>

Cc: ajassy@amazon.com <ajassy@amazon.com>; andy@amazon.com <andy@amazon.com>; amit@amazon.com <amit@amazon.com>; Rochelle Bankhead <keyke80@yahoo.com>; L. Rochelle Bankhead <l.rochellebankhead@gmail.com>

Subject: Fraudulent Account Changes

Hello:

I hope this email reaches the appropriate party to assist me.

My account has been hacked. Not a regular hacking, either. Initially, the party attempted to change my information via the Amazon.com US servers and was unsuccessful. Then they attempted via Amazon.au and was, again, unsuccessful. However, when they reached out to Amazon.in they CHANGED my information WITHOUT verification or confirmation from me.

How this happened: My account has been compromised by someone I was in a relationship with. He did some fraudulent activity on 10/12 as well. I called and was able to have my refund placed on my account and changed my password so that he could no longer access my account.

However, last night your Amazon.in team HEAVILY BREACHED MY ACCOUNT by allowing someone that was NOT me access to my account.

I have a number of pay accounts attached to this account: keyke80@hotmail or 678.789.8950 is my CORRECT information. I have my KDP funds attached to this account. I have my amazon influencer account associated. Please HELP me fix this!!!!

They changed the email address to: LISAGAONA551@GMAIL.COM ——— This is NOT my email address! I do not know what phone number it was changed to.

I need this resolved immediately, as I cannot afford the backlash from having my funds stolen from me. If you cannot help me, PLEASE forward this email to the appropriate party to review.

I cannot believe that Amazon does not follow the same protocols for account changes on ALL servers. Why did amazon.in do this????????????

I've attached several screenshots to support this is my account, including my last orders and the emails regarding all the requests to change my password overnight while I was sleeping.

14. On April 25, 2024, Plaintiff received an email from Amazon.com's Executive Customer Relations, acknowledging the breach but refusing to offer compensation or an adequate remedy.

A Message from Grace A. with Amazon.com's Executive Customer Relations Re: Your Letter to Attention: Customer Service / Data Security Department4
Yahoo/Sent

Amazon.com Executive Customer Relations

From:
ecr-replies@amazon.com
To:
|*****@yahoo.com

Thu, Apr 25 at 12:27 AM

Amazon

Your Account Amazon.com

Message From Executive Customer Relations

Hello L. Rochelle,

I'm Grace A. of Amazon.com's Executive Customer Relations. I'm responding to a recent request concerning your account. To protect your privacy, we only send account information to the e-mail address on file for a customer's account. That's why I'm sending my reply to this email address rather than the address that was requested to send the correspondence.

I want to begin by expressing my sincerest apologies about what happened on your account, and I can imagine how alarming this must be. Amazon takes all security-related matters very seriously, and your account security is our top priority. We have policies and security measures in place to ensure that your personal information remains secure.

We completely understand your need for information regarding the investigation into your compromised account; however, we have discovered that our account specialist team has already resolved this issue. Furthermore, your k*****@hotmail.com has been associated with an account that is locked and can't be accessed anymore since this was the account that the intruder created that had the information of your k*****@hotmail.com email address and put it there, which means this is no longer associated with your pay accounts, KDP funds, or your influencer account. However, those are already connected to your l*****@yahoo.com account, which is active and originally had an email address of k*****@hotmail, but due to this unexpected incident, our account specialist team retrieved the issue and updated it to your l*****@yahoo.com email address.

Please know that your k*****@hotmail.com is no longer tied up with l*****@yahoo.com and can't be used anymore to create a new Amazon account. In addition, we understand the gravity of the issue, and regretfully, we don't offer the requested compensation. However, our internal team investigated the issue, took urgent action on your account, and prevented the worst scenarios from happening.

Be certain that we use your personal information to deliver and communicate with you about your purchases of products and services, improve and personalize your Amazon experience, and comply with legal obligations, among others. Protecting your privacy and the security of your data is and has always been a top priority for Amazon.

Once more, I'm truly sorry to hear about the damages that you've experienced. Your satisfaction is paramount to us, and we genuinely value your time and effort. Rest assured, your account is safe and secured with us.

We appreciate your time in writing to us, and I hope you have a great day.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards,
Grace A.
Executive Customer Relations
Amazon.com

15. As a result of the Defendants' negligence in safeguarding Plaintiff's personal data and account information, Plaintiff has incurred significant financial damages and suffered severe emotional distress.

LEGAL CLAIMS

Count I: Violation of the Federal Trade Commission Act (15 U.S.C. § 45)

16. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 15 as if fully set forth herein.

17. Defendants Amazon US and Amazon India engaged in unfair and deceptive practices by failing to maintain adequate security measures to protect Plaintiff's personal information and account data, constituting a violation of Section 5 of the Federal Trade Commission Act (15 U.S.C. § 45).

18. As a result of Defendants' conduct, Plaintiff has suffered damages, including but not limited to financial loss, emotional distress, and loss of business income.

Count II: Violation of the Computer Fraud and Abuse Act (18 U.S.C. § 1030)

19. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 18 as if fully set forth herein.

20. Defendants Amazon US and Amazon India knowingly and intentionally allowed unauthorized access to Plaintiff's Amazon account, in violation of the Computer Fraud and Abuse Act (18 U.S.C. § 1030). Defendants failed to implement reasonable measures to prevent unauthorized access and thereby facilitated a violation of the Act.

21. Plaintiff has suffered damages exceeding \$25,000 in a one-year period as a result of the Defendants' conduct, as required under the Computer Fraud and Abuse Act.

Count III: Negligence

22. Plaintiff re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 21 as if fully set forth herein.

23. Defendants Amazon US, Amazon India, and Amit Agarwal had a duty to exercise reasonable care in safeguarding Plaintiff's personal information and preventing unauthorized access to Plaintiff's account.

24. Defendants breached this duty by failing to implement reasonable security measures and protocols, failing to ensure that two-factor authentication was consistently applied, and allowing unauthorized parties to access Plaintiff's account.

25. As a direct and proximate result of Defendants' negligence, Plaintiff has suffered damages, including financial loss, loss of income, and emotional distress.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in her favor and against Defendants Amazon.com, Inc., Amazon India Private Limited, and Amit Agarwal, and grant the following relief:

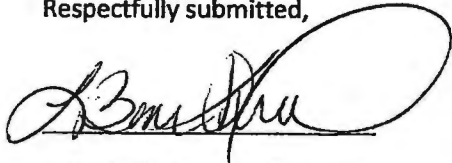
- a. Compensatory damages in the amount of \$250,000 or more, to be determined at trial;
- b. Punitive damages to deter such conduct in the future;
- c. Court costs and attorney fees;
- d. Any other relief that the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable.

Dated: 15 September 2024

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L. Bankhead', written over a horizontal line.

L. Rochelle Bankhead, Pro Se

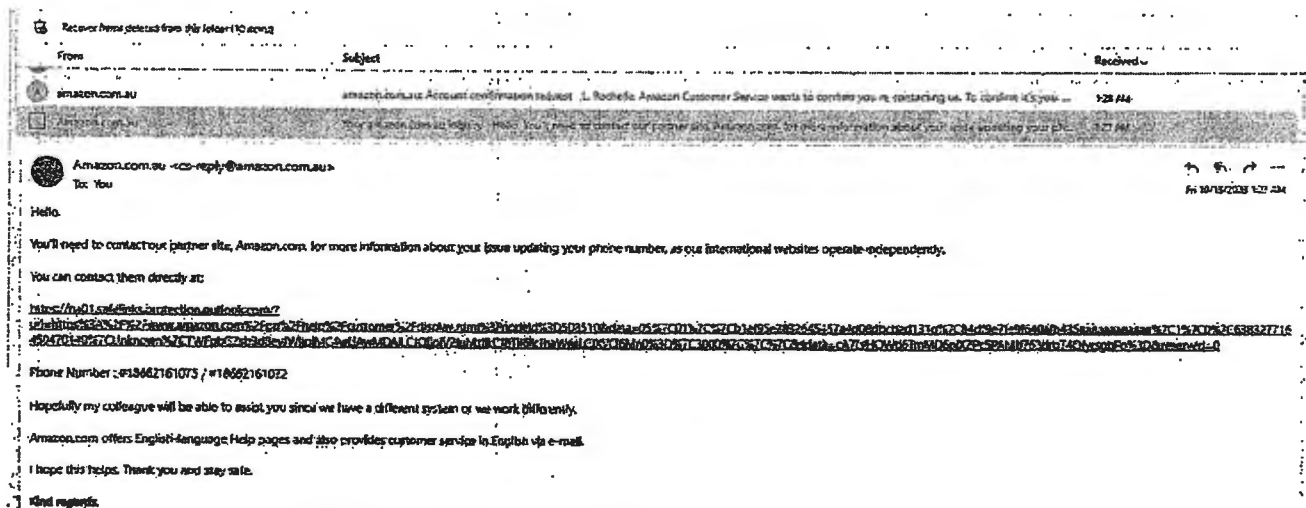
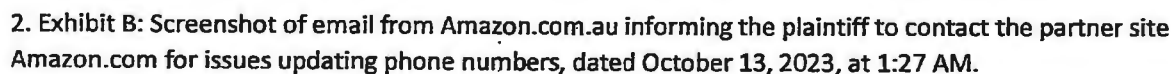
65 Crescent Street

Newnan, GA 30265

(678) 789-8950

l.rochellebankhead@gmail.com

1. Exhibit A: Screenshot of email from Amazon.com regarding a password change confirmation sent to [keyke80@hotmail.com] on October 12, 2023, at 1:47 PM.



[illegible]

Received items deleted from this folder (10 items)

From: amazon.in
Subject: Amazon Password Change Request
Received: 10/12/2023 1:30 PM

Hi,
Someone with access to your phone is attempting to change the password on your account. To protect your account, we've sent you a verification code. To proceed with your request to disable Two-Step Verification on your Amazon account, go to "Two-Step V..."

amazon.in <account-update@amazon.in>
To: You

amazon

L. Rochette,

Someone with access to your phone is attempting to change the password on your account.

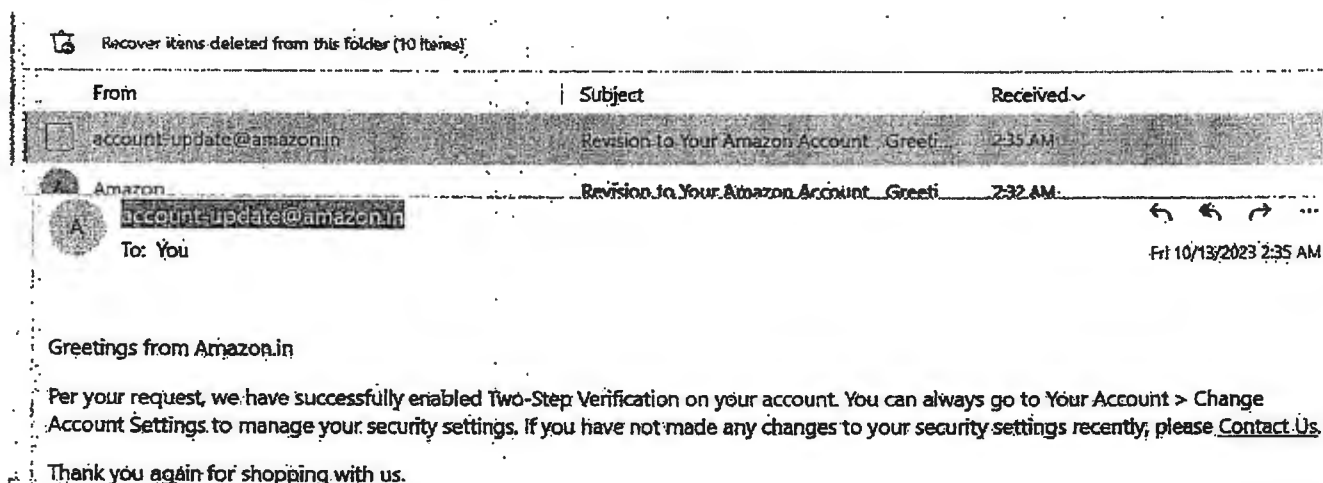
When: Oct 12, 2023 1:30 PM Pacific Daylight Time
Device: Google Chrome Windows (Desktop)
Near: California, United States

If this was you, your verification code is:

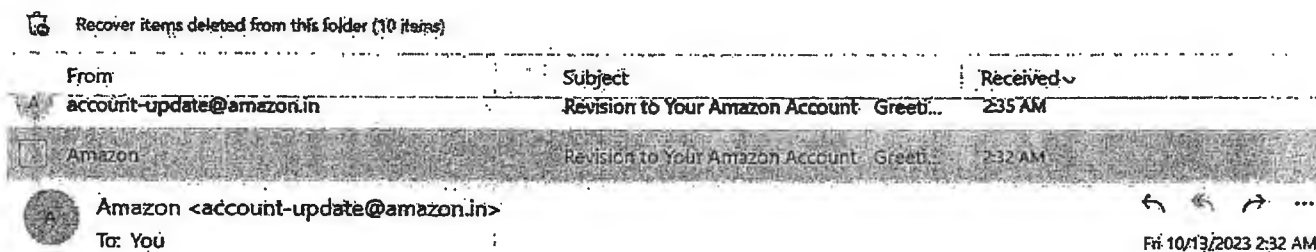
690538

If you didn't request it, click here to deny.

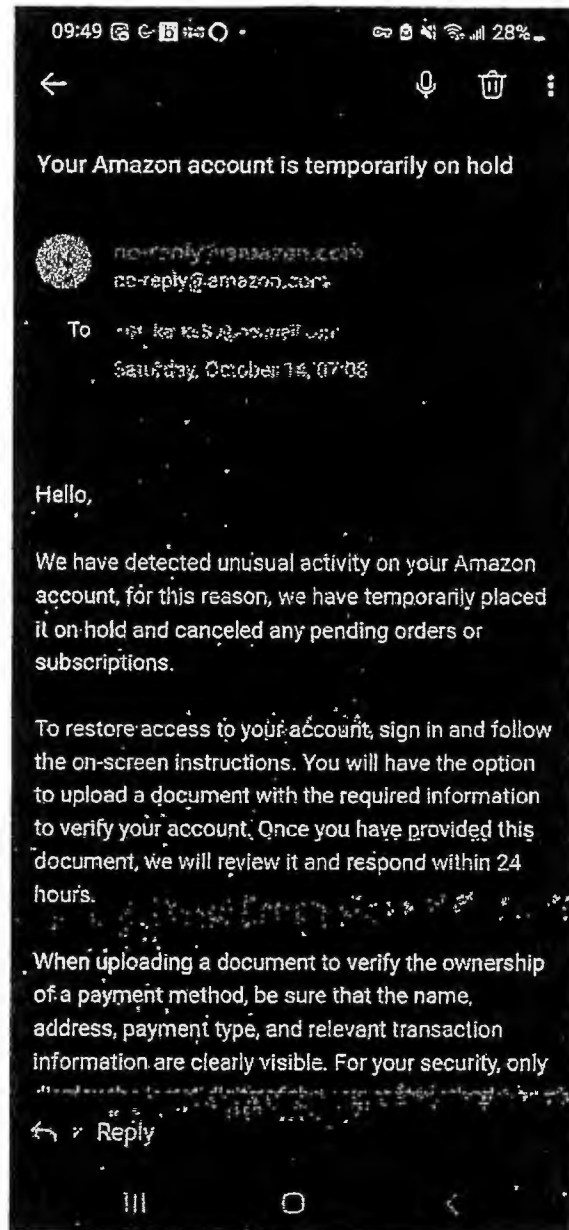
5. Exhibit E: Screenshot of email from Amazon.in confirming the successful reactivation of Two-Step Verification on the plaintiff's account, dated October 13, 2023, at 2:35 AM.



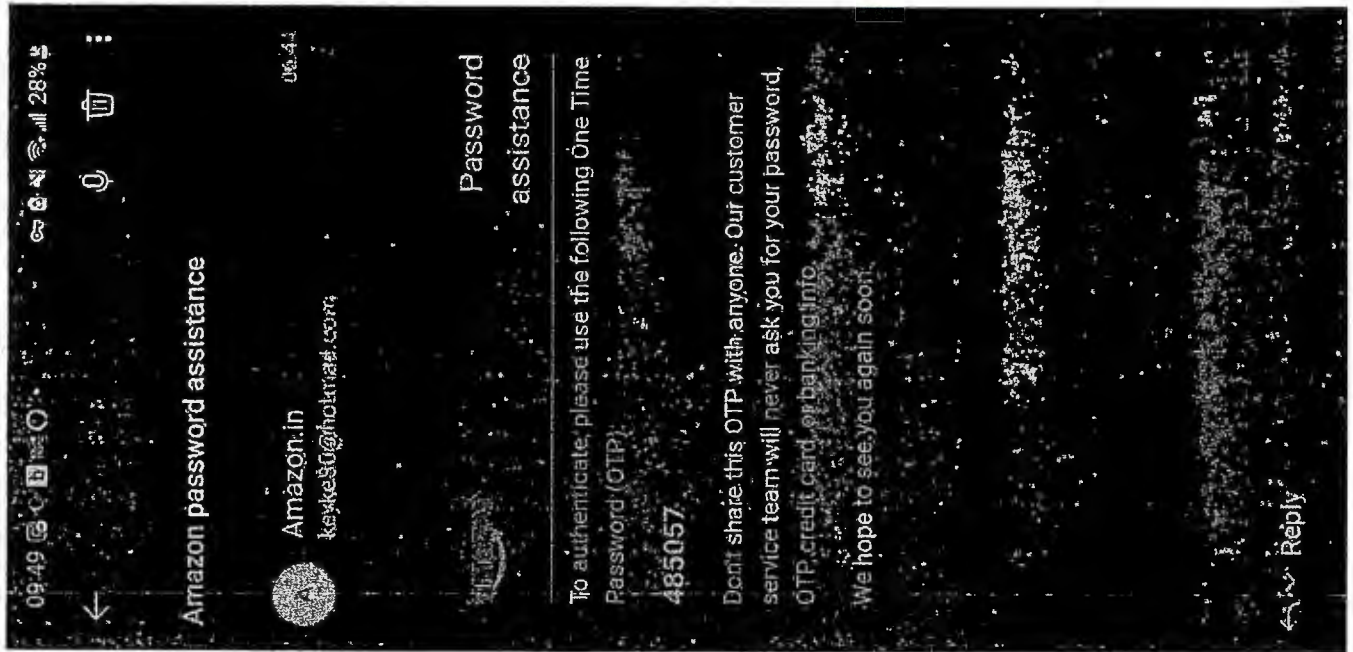
6. Exhibit F: Screenshot of email from Amazon.in confirming a password change request completion without the plaintiff's consent, dated October 13, 2023, at 2:32 AM.



7. Exhibit G: Screenshot of email from Amazon.com stating that the plaintiff's Amazon account is temporarily on hold due to detected unusual activity, dated October 14, 2023, at 7:08 AM.



8. Exhibit H: Screenshot of Amazon.in password assistance email containing a One-Time Password (OTP) to authenticate access, dated October 14, 2023, at 6:44 AM.

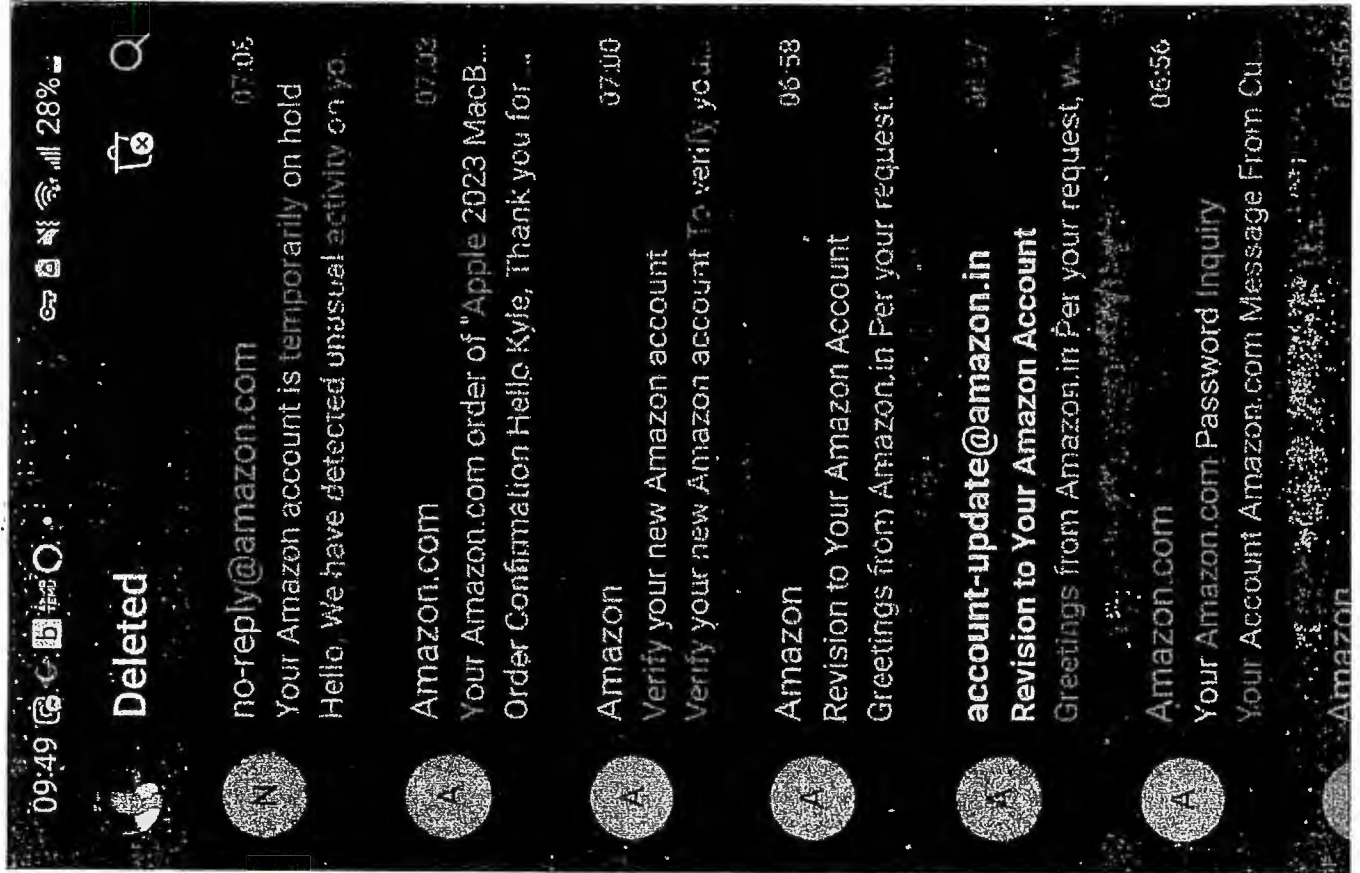


9. Exhibit I: Additional screenshot of Amazon.in password assistance, showing repeated OTP entries sent to [keyke80@hotmail.com] on October 14, 2023, at 6:44 AM.

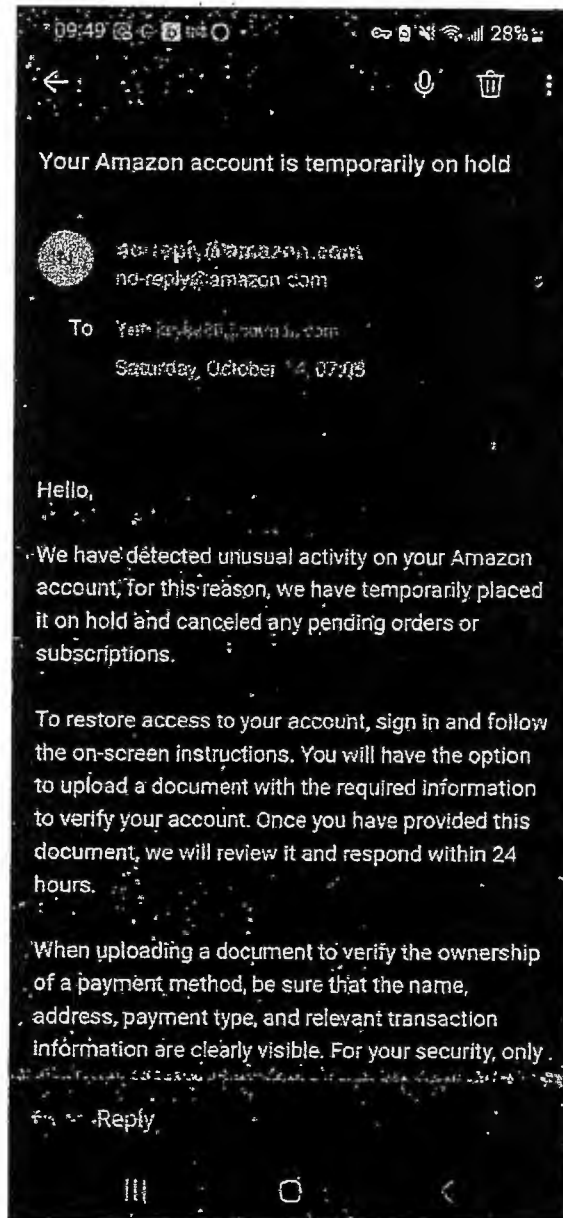


10. Exhibit J: Screenshots of the deleted items folder in the plaintiff's email account, showing various emails related to unauthorized Amazon account activities, dated October 14, 2023.





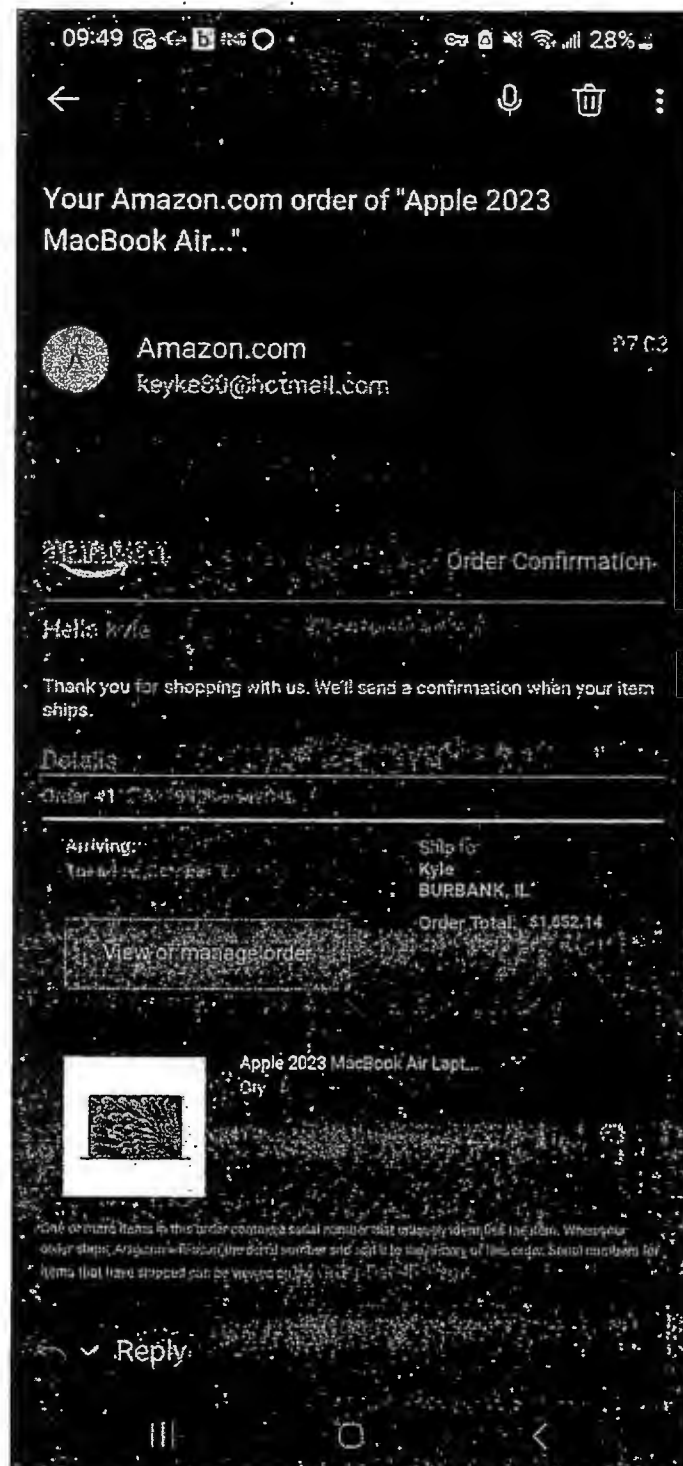
11. Exhibit K: Screenshot of email from Amazon.com regarding pending orders and subscription cancellations due to the detected unauthorized access, dated October 14, 2023, at 7:08 AM.



12. Exhibit L: Screenshot of email from Amazon.in concerning password assistance with another OTP provided, sent to [keyke80@hotmail.com] on October 14, 2023, at 6:44 AM.



13. Exhibit G: Screenshot of email received showing unauthorized MacBook purchase with shipping details.



JS44 (Rev. 9/2024 NDGA)

CIVIL COVER SHEET

3:24-CV-0167

The JS44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

L. Rochelle Bankhead
65 Crescent Street
Newnan GA 30265

(b) COUNTY OF RESIDENCE OF FIRST LISTED

PLAINTIFF Coweta
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANT(S)

Amazon.com, Inc.
Amazon India
Amit Agarwal, CEO Amazon India

COUNTY OF RESIDENCE OF FIRST LISTED

DEFENDANT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. GOVERNMENT PLAINTIFF
☐ 2 U.S. GOVERNMENT DEFENDANT
☒ 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY)
☐ 4 DIVERSITY (INDICATE CITIZENSHIP OF PARTIES IN ITEM III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(FOR DIVERSITY CASES ONLY)

- | PLF | DEF | PLF | DEF |
|---------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|
| <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| | | | INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| | | | INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |
| | | | FOREIGN NATION |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 ORIGINAL PROCEEDING
☐ 2 REMOVED FROM STATE COURT
☐ 3 REMANDED FROM APPELLATE COURT
☐ 4 REINSTATED OR REOPENED
☐ 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District)
☐ 6 MULTIDISTRICT LITIGATION - TRANSFER
☐ 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT
☐ 8 MULTIDISTRICT LITIGATION - DIRECT FILE

V. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

- ☐ YES
☒ NO Does the relief requested in the complaint or petition seek to bar or mandate statewide and/or nationwide enforcement of a state and/or federal law, including a rule, regulation, policy, or order of the executive branch or a state and/or federal agency, whether by declaratory judgment and/or any form of injunctive relief?

(IF COMPLEX, CHECK REASON BELOW)

- | | |
|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1. Unusually large number of parties. | <input type="checkbox"/> 6. Problems locating or preserving evidence |
| <input type="checkbox"/> 2. Unusually large number of claims or defenses. | <input type="checkbox"/> 7. Pending parallel investigations or actions by government. |
| <input type="checkbox"/> 3. Factual issues are exceptionally complex | <input type="checkbox"/> 8. Multiple use of experts. |
| <input type="checkbox"/> 4. Greater than normal volume of evidence. | <input type="checkbox"/> 9. Need for discovery outside United States boundaries. |
| <input type="checkbox"/> 5. Extended discovery period is needed. | <input type="checkbox"/> 10. Existence of highly technical issues and proof. |

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT \$

APPLYING IFP

MAG. JUDGE (IFP)

JUDGE

MAG. JUDGE

NATURE OF SUIT

CAUSE OF ACTION

(Referral)

OFFICE OF THE CLERK
UNITED STATES DISTRICT COURT
LEWIS R. MORGAN FEDERAL BUILDING
18 GREENVILLE STREET S
NEWNAN, GA 30263

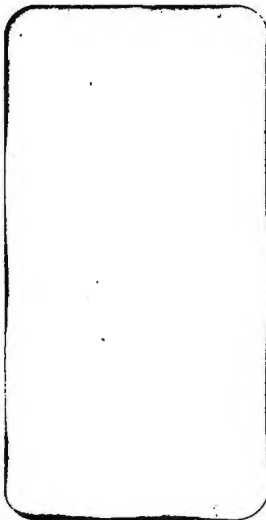
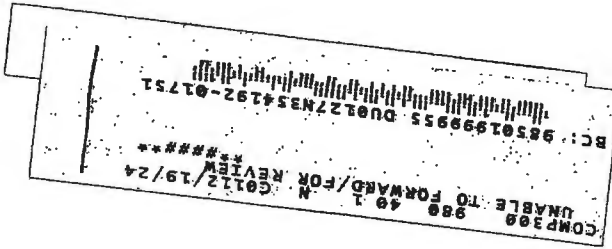
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